

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

IN RE:)	CASE NO. 21-90054
)	
STRIKE, LLC, <i>et al.</i> ¹ ,)	CHAPTER 11
)	
Debtors.)	(Jointly administered)

**OBJECTION TO DEBTORS' NOTICE OF CURE AMOUNT WITH RESPECT TO
EXECUTORY CONTRACTS TO BE ASSUMED AND ASSIGNED**

COMES NOW Select Environmental, LLC ("Select"), a creditor in the above captioned bankruptcy proceedings, and hereby objects to the notice of cure amount (the "Cure Notice") of the Debtors and respectfully shows the Court as follows:

1. Select and Strike, LLC ("Strike") entered into a Master Services Agreement (the "Agreement") wherein Strike contracted to purchase fuel services from Select as set forth in the Agreement.
2. On December 6, 2021, Debtors filed their voluntary petitions under Chapter 11 of Title 11 of the United States Code. On December 6, 2021, this Court ordered the joint administration of Debtors' cases for procedural purposes and designated Case No. 21-90054 (DRJ) as the lead case.
3. On December 23, 2021, the Court entered an Order establishing bidding procedures and establishing procedures for the assumption and assignment of certain executory contracts and unexpired leases.
4. On December 29, 2021, Debtors filed their Notice of Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Sale and Cure Costs (the "Cure Notice") (Docket No. 309).

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Strike, LLC (2120); Strike HoldCo, LLC (0607); Delta Directional Drilling, LLC (9896); Strike Global Holdings, LLC (4661); Capstone Infrastructure Services, LLC (0161); and Crossfire, LLC (7582). The location of Debtor Strike, LLC's principal place of business and the Debtors' service address is: 1800 Hughes Landing Boulevard., Suite 500, The Woodlands, Texas 77380.

5. Debtors' Cure Notice identifies the Master Services Agreement with Select. The Cure Notice states that the amount necessary to cure existing defaults under the Master Services Agreement is \$19,280.00.

BASIS FOR RELIEF

6. Section 365(b)(1) of the Bankruptcy Code provides that, "[I]f there has been a default in an executory contract or unexpired leases of the debtor, the trustee may not assume such contract or lease unless, at the time of assumption of such contract or lease, the trustee (a) cures, or provides adequate assurance that the trustee will promptly cure, such default; (b) compensates, or provides adequate assurance that the trustee will promptly compensate, a party other than the debtor to such contract or lease, for any pecuniary loss to such party resulting from default; and (c) provides adequate assurance of future performance under contract or lease."

7. Select objects to the proposed Cure Amount as not reflecting the pre-petition arrearage due and owing to Select. As evidenced by the proof of claim filed by Select for fuel purchases to the Debtor pre-petition, the aggregate cure amount to Select is \$22,964.52. *See* Proof of Claim No. 8, a copy of which is attached.

WHEREFORE, Select Environmental, LLC respectfully requests that the Court determine that the Debtors cannot assume and assign the Agreement unless and until the Debtors pay Select the aggregate amount of \$22,964.52, which represents the actual cure amount owed by Debtors.

Dated this 10th day of January 2022

Respectfully submitted,

/s/ Aaron B. Gottlieb

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing **Objection to Debtors' Notice of Cure Amount with Respect to Executory Contracts to be Assumed and Assigned** was sent via first-class mail, postage prepaid to those parties listed below on this 10th day of January, 2022.

Strike, LLC 1800 Hughes Landing Blvd. Suite 500 The Woodlands, TX 77380	Matthew D Cavanaugh Jackson Walker LLP 1401 McKinney Street Ste 1900 Houston, TX 77010	US Trustee Office of the US Trustee 515 Rusk Ave Ste 3516 Houston, TX 77002
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Hector Duran, Jr U.S. Trustee 515 Rusk Ave Ste 3516 Houston, Tx 77002	Genevieve Marie Graham Jackson Walker LLP 1401 McKinney Street Suite 1900 Houston, TX 77010	Kristhy M Peguero Jackson Walker LLP 1401 McKinney St Ste 1900 Houston, TX 77010
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Official Committee of Unsecured
Creditors of Strike, LLC, et al.
c/o Marty L. Brimmage, Jr.
Akin Gump Strauss Hauer & Feld LLP
2300 N. Field Street, Suite 1800
Dallas, TX 75201

/s/ Aaron B. Gottlieb
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